



CJ 1536
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IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

BENNIE CARL GATEWOOD,

Plaintiff,

v.

ALLSTATE LIFE INSURANCE COMPANY,

Defendant.

CJ-2014-1536

Case No:

MAR 14 2014

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JURY TRIAL DEMANDED

PETITION

COMES NOW the Plaintiff and for his causes of action against the Defendant alleges and states:

1. Pauline Kay Gatewood purchased life insurance policy no. 74000645 from Allstate Life Insurance Company on or about August 29, 1959 which was issued with a policy date of September 15, 1959 and a face amount of \$5,000. Ms. Gatewood paid for the policy in full by making premium payments for 20 years. This was a "paid up" policy.
2. Plaintiff, Bennie Carl Gatewood was a beneficiary under this policy.
3. On December 25, 2013, Pauline Kay Gatewood passed away.
4. Plaintiff made a claim with Allstate Life Insurance Company under this policy and has otherwise complied with all conditions precedent to receiving policy benefits.
5. Defendant breached the insurance contract and the implied covenant of good faith and fair dealing, as a matter of standard business practice, in the following respects:
 - a. failing and refusing payment and other policy benefits on behalf of Plaintiff at a time when Defendant knew that he was entitled to those benefits;
 - b. failing to properly investigate Plaintiff's claims and to obtain additional information both in connection with the original refusal and following the receipt of additional information;

EXHIBIT B

- c. withholding payment of the benefits on behalf of Plaintiff knowing that Plaintiff's claims for those benefits were valid;
- d. refusing to honor Plaintiff's claims in some instances for reasons contrary to the express provisions of the policy and/or Oklahoma law;
- e. refusing to honor Plaintiff's claims in some instances by applying restrictions not contained in the policy;
- f. refusing to honor Plaintiff's claims in some instances by knowingly misconstruing and misapplying provisions of the policy;
- g. failing to adopt and implement reasonable standards for the prompt investigation and reasonable handling of claims arising under these policies, to include Plaintiff's claims;
- h. not attempting in good faith to effectuate a prompt, fair and equitable settlement of Plaintiff's claims once liability had become reasonably clear;
- i. forcing Plaintiff, pursuant to its standard claims practice, to retain counsel in order to secure benefits Defendant knew were payable;
- j. failing to properly evaluate any investigation that was performed;
- k. refusing to consider the reasonable expectations of the insured; and,
- l. failing and refusing to properly investigate and consider the insurance coverage promised to their insured;

all in violation of the implied covenant of good faith and fair dealing and resulting in financial benefit to the Defendant, Allstate Life Insurance Company.

6. As a direct result of the above described wrongful acts and omissions by Allstate Life Insurance Company, Plaintiff has suffered loss of the coverage promised by Allstate and mental and emotional distress.

7. Defendant's acts and omissions were willful and malicious or grossly reckless and wanton and Plaintiff is entitled to recover punitive damages.

WHEREFORE, Plaintiff demands judgment against this Defendant Allstate Life Insurance Company, in an amount in excess of \$75,000.00 for compensatory damages and in an amount in excess of \$75,000.00 for punitive damages plus interest, costs, attorney fees and all other relief which the Court deems just and equitable.

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**JURY TRIAL DEMANDED
ATTORNEY LIEN CLAIMED**